

Commitment for Title Insurance - Schedule A

Tract 2

Issued by **Lawyers Title Insurance Corporation**



Lawyers Title Insurance Corporation
150 W. Main Street, Suite 1615
Norfolk, VA, 23510
Phone: 757-628-5902
Fax: 757-625-0293

Order No.: 3002038

1. Effective Date: 12/17/2009 at 8:00 a.m.
2. Policy or Policies to be issued:

ALTA Owner's Policy (6/17/2006)
Proposed Insured: TO BE DETERMINED
Amount of Insurance: TO BE DETERMINED
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at Effective Date vested in:

First Mount Vernon Industrial Loan Association
5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

A handwritten signature in cursive script, appearing to read 'Janni G. O'Leary'.

BY: _____

Authorized Officer or Agent

**Schedule B - Section 1
Requirements**

The following are requirements to be complied with:

1. Payment of full consideration to or for the account of the grantor(s) or mortgagor(s).
2. Payment of the premiums, fees and charges for the policy/policies.
3. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record.
4. Warranty Deed from First Mount Vernon Industrial Loan Association , vesting fee simple title in TO BE DETERMINED .
5. Settlement agent must receive proof that all natural persons in this transaction are of full age and legally competent.
6. Settlement agent must ascertain identity of all parties executing instruments required for this transaction in compliance with Virginia statutes (eg. Section 47.1-14).
7. POWERS OF ATTORNEY: If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
8. The Company must be provided with an executed Owner's Affidavit and Agreement relating to, among other items, mechanics' liens and parties in possession.
9. The Company must be provided with proof of payment of all charges, assessments, costs, etc., as set forth in the restrictive covenants, through the date of the closing.
10. Payment of all real estate taxes, charges and assessments which are due and payable.
11. The Company requires receipt in writing of the name of anyone not referenced in this commitment who will acquire an interest in the land or who will execute a deed of trust encumbering the land herein. Additional requirements and/or exceptions may then be added.
12. Payment of all outstanding water, sewer and public utility charges to date of settlement.

**Schedule B - Section 2
Exceptions**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

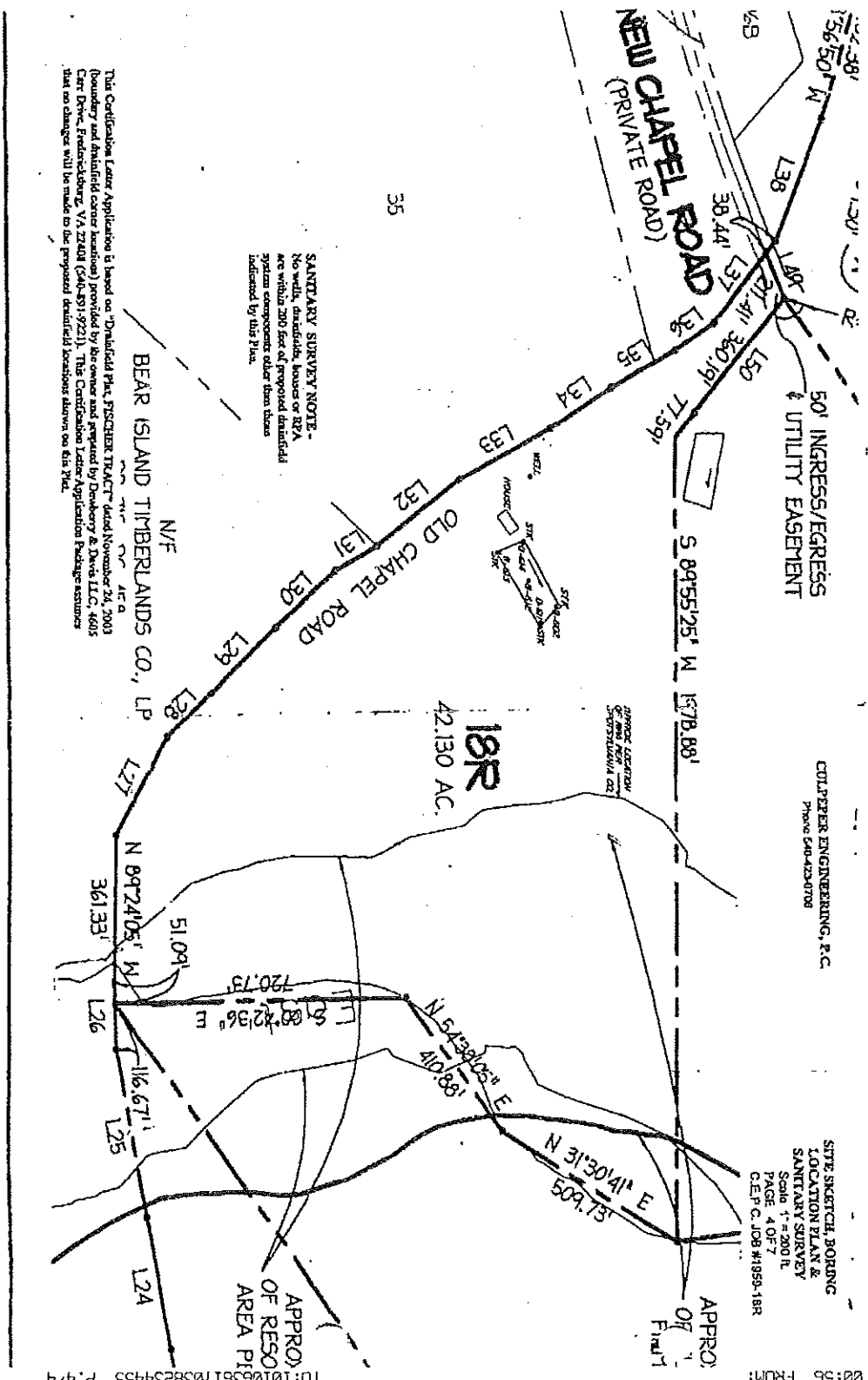
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created or first appearing in the public records or attaching to the title subsequent to the date of this commitment.
2. Taxes for the first half of the calendar year 2010, a lien not yet due and payable, and subsequent years.
3. Easement granted Rappahannock Electric Cooperative and recorded in Deed Book 739, page 101.
4. Road Maintenance Agreement recorded as Instrument Number 200300029502.
5. Deed of Easement dated April 17, 2003 and recorded as Instrument Number 200300017420.
6. Easement granted Spotsylvania County and recorded as Instrument Number 200300028935.
7. Easement granted Rappahannock Electric Cooperative and recorded as Instrument Number 200300044394.
8. Attention is directed to the fact that the subject property does not front on a public highway but has access to a public road over a system of roadways maintained by the residents.
9. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Exhibit "A"

All that certain tract, parcel or lot of land, lying and being in the Livingston District, Spotsylvania County, Virginia, more specifically shown and described as Lot 18, containing 43.217 acres, more or less, on a certain plat of survey dated April 7, 2003, by Donald A. Kniseley, Land Surveyor, Dewberry & Davis LLC, of record in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia.

BEING the same property conveyed unto First Mount Vernon Industrial Loan Association by deed from Estate Preservation & Management, Inc., a Virginia corporation, dated May 6, 2008 and recorded as Instrument Number 200800009827, in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia.



This Certification (later Application) is based on "Dated" Plat, FISCHER TRACT dated November 24, 2003 (Boundary and Acreage) (later amended) provided by the owner and prepared by Deberry & Davis LLC, 4605 Carr Drive, Fredericksburg, VA 22408 (540-891-9221). This Certification (later Application) Package contains that no change will be made to the proposed (sanitary) locations shown on this Plan.

Parcel Information

Parcel ID: 43-4-18-
Physical Address: 12730 New Chapel RD
Legal Description: Fischer Tract Parcel 18
Deeded Acreage: 43.22

Value for 2009

Year:	2009
Land Value:	\$167,100
Building Value:	\$0
Total Value:	\$167,100

Building Information

Building

Year Built: NA
Total Area: NA
Bedrooms: NA
Full Bathrooms: NA
Half Bathrooms: NA

*pd thru 2009
 1st 1/2 09 \$ 518.01 pd 5/26
 and 1/2 09 \$ 278.01 pd 11/16*

Owner's Name & Mailing Address

First Mount Vernon Industrial Loan
 Association
 6019 Tower CT
 ALEXANDRIA, VA 22304-3201

Sales Information as of 10/26/2009

Date of Transfer: 05/14/2008
Transfer Type: Foreclosure
Instrument Number: 0009827
Sale Price: \$200,000.00

*A/BOS-38576-03-2893
 03-28935*

If you find any information that you believe is inaccurate, please [click here](#) to send an email to our